

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND  
SOUTHERN DIVISION

SAM WILSON, JR., et. al.,

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Plaintiffs,

\*

Civil Action No.: TDC-20-1344

v.

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EAGLE NATIONAL BANK, et al.,

\*

Defendants.

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**DEFENDANTS’ ANSWER WITH  
AFFIRMATIVE DEFENSES TO AMENDED CLASS ACTION COMPLAINT**

Eagle National Bank, Eagle Nationwide Mortgage Company, Eagle National Bancorp, Inc., ESSA Bancorp, Inc., and ESSA Bank & Trust (collectively, “Defendants”), by their undersigned attorneys, hereby submit this Answer with Affirmative Defenses to the Amended Class Action Complaint and Demand for Jury Trial of Plaintiffs Sam Wilson, John Unthank and Jackie Unthank. Defendants deny any allegations in the Amended Complaint not specifically admitted herein, including any allegations contained in any of the headings, sub-headings and any other allegations not contained in a numbered paragraph. The headings used in this Answer are taken from the Amended Complaint and used for the convenience of the reader only.

**INTRODUCTION**

1. It is admitted only that Plaintiffs Sam Wilson, John Unthank and Jackie Unthank allege that they obtained mortgage loans originated and/or brokered by Eagle National Bank and/or Eagle Nationwide Mortgage Company and/or Eagle National Bancorp, Inc. (the “Eagle Defendants”) The allegations regarding the status of ESSA Bank & Trust and /or ESSA Bancorp, Inc. (collectively “ESSA”) as alleged successor to the Eagle Defendants set forth legal

conclusions to which no response is required. The remainder of the allegations in this paragraph are denied.

2. The allegations set forth in this paragraph constitute conclusions of law to which no response is required. To the extent a further response is required, the allegations are denied. Defendants specifically deny they received or accepted the alleged kickbacks or that they violated RESPA. Defendants further deny that Plaintiffs meet the prerequisites for class certification under Federal Rule of Civil Procedure 23.

3. The allegations set forth in this paragraph constitute conclusions of law to which no response is required. To the extent a further response is required, the allegations are denied. Defendants specifically deny they received or accepted the alleged kickbacks or that they engaged in price fixing.

4. The allegations set forth in this paragraph constitute conclusions of law to which no response is required. To the extent a further response is required, the allegations are denied. Defendants specifically deny they participated in the alleged “All Star Scheme”, received or accepted the alleged kickbacks, participated in any laundering arrangement or made the alleged false or fraudulent representations.

### **PARTIES**

5. The allegations set forth in this paragraph constitute conclusions of law to which no response is required. To the extent that any further response is required, the allegations are denied. Defendants further deny that Plaintiffs meet the prerequisites for class certification under Federal Rule of Civil Procedure 23.

6. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this paragraph and, therefore, such allegations are denied.

7. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this paragraph and, therefore, such allegations are denied.

8. Admitted in part; denied in part. It is admitted only that Eagle National Bank was previously an active banking association based in the Commonwealth of Pennsylvania during the relevant time period. It is further admitted that Eagle Nationwide Mortgage Company was previously an active wholly-owned subsidiary of Eagle National Bank. It is further admitted that Eagle Nationwide Mortgage Company was generally engaged in consumer mortgage brokering and/or lending and transacted business in Maryland and elsewhere. To the extent that this paragraph contains conclusions of law, no response is required. To the extent that any further response is required, the remaining allegations are denied.

9. Admitted in part; denied in part. It is admitted only that Eagle Nationwide Mortgage Company was previously an active Pennsylvania corporation. It is further admitted that Eagle Nationwide Mortgage Company was previously an active wholly-owned subsidiary of Eagle National Bank. It is further admitted that Eagle Nationwide Mortgage Company was generally engaged in consumer mortgage brokering and/or lending and transacted business in Maryland and elsewhere. To the extent that this paragraph contains conclusions of law, no response is required. To the extent that any further response is required, the remaining allegations are denied.

10. It is admitted only that Eagle National Bancorp, Inc. was previously an active Pennsylvania corporation. It is further admitted that Eagle National Bancorp, Inc. was previously the holding company of Eagle National Bank. Eagle Nationwide Mortgage Company was previously an active wholly-owned subsidiary of Eagle National Bank. To the extent that any further response is required, the remaining allegations are denied.

11. Admitted in part; denied in part. It is admitted only that ESSA Bancorp, Inc. is a Pennsylvania-chartered holding company for ESSA Bank & Trust. To the extent that this paragraph references a “Plan of Merger,” that document is in writing and speaks for itself, and the allegations are deemed to be denied. To the extent that any further response is required, the remaining allegations are denied.

12. Admitted in part; denied in part. It is admitted only that ESSA Bank & Trust is a Pennsylvania-chartered savings bank. To the extent that this paragraph contains conclusions of law, no response is required. To the extent that any further response is required, the remaining allegations are denied.

13. The allegations set forth in this paragraph constitute conclusions of law to which no response is required. To the extent that this paragraph references a “Plan of Merger,” that document is in writing and speaks for itself, and the allegations are deemed to be denied. To the extent that any further response is required, the remaining allegations are denied.

#### **JURISDICTION AND VENUE**

14. The allegations set forth in this paragraph constitute conclusions of law to which no response is required. To the extent that any further response is required, the allegations are denied.

15. The allegations set forth in this paragraph constitute conclusions of law to which no response is required. To the extent that any further response is required, the allegations are denied.

16. The allegations set forth in this paragraph constitute conclusions of law to which no response is required. To the extent that any further response is required, the allegations are denied.

**FACTUAL ALLEGATIONS FOR INDIVIDUAL AND CLASS RELIEF**

17. The allegations set forth in this paragraph constitute conclusions of law to which no response is required. To the extent that any further response is required, Defendants are without sufficient information to form a belief as to the truth of the allegations of this paragraph and they are therefore denied.

18. Defendants are without sufficient information to form a belief as to the truth of the allegations of this paragraph and they are therefore denied.

19. Defendants are without sufficient information to form a belief as to the truth of the allegations of this paragraph and they are therefore denied.

20. Defendants are without sufficient information to form a belief as to the truth of the allegations of this paragraph and they are therefore denied.

21. Defendants are without sufficient information to form a belief as to the truth of the allegations of this paragraph and they are therefore denied.

22. Defendants are without sufficient information to form a belief as to the truth of the allegations of this paragraph and they are therefore denied.

23. Defendants are without sufficient information to form a belief as to the truth of the allegations of this paragraph and they are therefore denied.

24. Defendants are without sufficient information to form a belief as to the truth of the allegations of this paragraph and they are therefore denied.

25. Defendants are without sufficient information to form a belief as to the truth of the allegations of this paragraph and they are therefore denied.

26. Defendants are without sufficient information to form a belief as to the truth of the allegations of this paragraph and they are therefore denied.

27. Defendants are without sufficient information to form a belief as to the truth of the allegations of this paragraph and they are therefore denied.

28. Defendants are without sufficient information to form a belief as to the truth of the allegations of this paragraph and they are therefore denied.

29. To the extent the allegations of this paragraph purport to characterize a written document, such writing speaks for itself and the allegations are deemed to be denied. To the extent any further response is required, Defendants are without sufficient information to form a belief as to the truth of the remaining allegations of this paragraph and they are therefore denied.

30. To the extent the allegations of this paragraph purport to characterize written documents, such writings speak for themselves and the allegations are deemed to be denied. To the extent any further response is required, Defendants are without sufficient information to form a belief as to the truth of the remaining allegations of this paragraph and they are therefore denied.

31. To the extent the allegations of this paragraph purport to characterize written documents, such writings speak for themselves and the allegations are deemed to be denied. To the extent any further response is required, Defendants are without sufficient information to form a belief as to the truth of the remaining allegations of this paragraph and they are therefore denied.

32. Defendants are without sufficient information to form a belief as to the truth of the allegations of this paragraph and they are therefore denied.

33. To the extent the allegations of this paragraph purport to characterize written documents, such writings speak for themselves and the allegations are deemed to be denied. To the extent any further response is required, Defendants are without sufficient information to form

a belief as to the truth of the remaining allegations of this paragraph and they are therefore denied.

34. To the extent the allegations of this paragraph purport to characterize written documents, such writings speak for themselves and the allegations are deemed to be denied. To the extent any further response is required, Defendants are without sufficient information to form a belief as to the truth of the remaining allegations of this paragraph and they are therefore denied.

35. To the extent the allegations of this paragraph purport to characterize written documents, such writings speak for themselves and the allegations are deemed to be denied. To the extent any further response is required, Defendants are without sufficient information to form a belief as to the truth of the remaining allegations of this paragraph and they are therefore denied.

36. Defendants are without sufficient information to form a belief as to the truth of the allegations of this paragraph and they are therefore denied.

37. To the extent the allegations of this paragraph purport to characterize written documents, such writings speak for themselves and the allegations are deemed to be denied. To the extent any further response is required, Defendants are without sufficient information to form a belief as to the truth of the remaining allegations of this paragraph and they are therefore denied.

38. Defendants are without sufficient information to form a belief as to the truth of the remaining allegations of this paragraph and they are therefore denied.

39. The allegations set forth in this paragraph constitute conclusions of law to which no response is required. To the extent the allegations of this paragraph purport to characterize

written documents, such writings speak for themselves and the allegations are deemed to be denied. To the extent any further response is required, Defendants are without sufficient information to form a belief as to the truth of the remaining allegations of this paragraph and they are therefore denied.

40. The allegations set forth in this paragraph constitute conclusions of law to which no response is required. To the extent the allegations of this paragraph purport to characterize written documents, such writings speak for themselves and the allegations are deemed to be denied. To the extent any further response is required, Defendants are without sufficient information to form a belief as to the truth of the remaining allegations of this paragraph and they are therefore denied.

41. To the extent the allegations of this paragraph purport to characterize written documents, such writings speak for themselves and the allegations are deemed to be denied. To the extent any further response is required, Defendants are without sufficient information to form a belief as to the truth of the remaining allegations of this paragraph and they are therefore denied.

42. To the extent the allegations of this paragraph purport to characterize written documents, such writings speak for themselves and the allegations are deemed to be denied. To the extent any further response is required, Defendants are without sufficient information to form a belief as to the truth of the remaining allegations of this paragraph and they are therefore denied.

43. The allegations set forth in this paragraph constitute conclusions of law to which no response is required. To the extent any further response is required, the remainder of the



allegations of this paragraph are denied and it is specifically denied that the Eagle Defendants' branch managers and loan officers participated in the alleged "All Star Scheme".

44. Denied.

45. To the extent the allegations of this paragraph purport to characterize written documents, such writings speak for themselves and the allegations are deemed to be denied. By way of further response, it is specifically denied that the Eagle Defendants' branch managers and loan officers participated in the alleged All Star Scheme or agreed to accept or receive the alleged kickbacks.

46. To the extent the allegations of this paragraph purport to characterize written documents, such writings speak for themselves and the allegations are deemed to be denied. By way of further response, it is specifically denied that the Eagle Defendants' branch managers and loan officers participated in the alleged All Star Scheme or agreed to accept or receive the alleged kickbacks.

47. Defendants are without sufficient information to form a belief as to the truth of the allegations of this paragraph and therefore deny the same.

48. Defendants are without sufficient information to form a belief as to the truth of the allegations of this paragraph and therefore deny the same.

49. Paragraph 49 and its subparagraphs (a) through (ff) are denied.

50. Denied.

51. Defendants are without sufficient information to form a belief as to the truth of the allegations regarding the number of loans referred or nature of the security for such loans, and therefore denies the same. Defendants specifically deny any loans were referred pursuant to the alleged "Kickback Agreements."

52. Defendants are without sufficient information to form a belief as to the truth of the allegations of this paragraph and therefore deny the same.

53. Paragraph 53 and its subparagraphs (a) through (k) are denied.

54. Denied.

55. Defendants are without sufficient information to form a belief as to the truth of the allegations regarding the number of loans referred or nature of the security for such loans, and therefore denies the same. Defendants specifically deny any loans were referred pursuant to the alleged “Kickback Agreements” and “Price Fixing Agreements.”

56. Defendants are without sufficient information to form a belief as to the truth of the allegations of this paragraph and therefore deny the same.

57. Paragraph 57 and its subparagraphs (a) through (e) are denied.

58. Denied.

59. To the extent the allegations of this paragraph purport to characterize written documents, such writings speak for themselves and the allegations are deemed to be denied. By way of further response, it is specifically denied that the Eagle Defendants’ branch managers and loan officers participated in the alleged All Star Scheme.

60. Defendants are without sufficient information to form a belief as to the truth of the allegations regarding the number of loans referred or nature of the security for such loans, and therefore denies the same. Defendants specifically deny any loans were referred pursuant to the alleged “Kickback Agreements.”

61. Denied.

62. Denied.

63. Defendants deny that the Eagle Defendants' employees and/or agents received or accepted the alleged kickbacks and, therefore, likewise deny the remainder of the allegations of this paragraph.

64. Denied. Defendants specifically deny that any of them received or accepted the alleged kickbacks or participated in any laundering arrangement.

65. To the extent the allegations of this paragraph purport to characterize written documents, such writings speak for themselves and the allegations are deemed to be denied. By way of further response, Defendants deny the remainder of the allegation in this paragraph and specifically deny that any of Defendants participated in the alleged All Star Scheme.

66. Defendants are without sufficient information to form a belief as to the truth of the allegation set forth in the first sentence of this paragraph and therefore deny the same. It is admitted, on information and belief, that certain borrowers have contacted the Eagle Defendants' branch managers, loan officers and other employees. Defendants deny the remainder of the allegations of this paragraph and specifically deny that any of Defendants participated in the alleged kickback arrangement.

67. To the extent the allegations of this paragraph purport to characterize written documents, such writings speak for themselves and the allegations are deemed to be denied. By way of further response, it is specifically denied that the Eagle Defendants' branch managers and loan officers participated in the alleged All Star Scheme and further denied that any alleged payments were not reasonably related to the value of any good, facility or service actually provided. Defendants deny the remainder of the allegations of this paragraph.

68. The allegations set forth in this paragraph constitute conclusions of law to which no response is required. To the extent a further response is required, the allegations are denied.

69. Defendants deny they received or accepted any alleged kickbacks. Defendants deny the remainder of the allegations of this paragraph.

70. To the extent the allegations of this paragraph purport to characterize written documents, such writings speak for themselves and the allegations are deemed to be denied. By way of further response, the remainder of the allegations of this paragraph are denied. Defendants specifically deny they participated in the alleged kickback or price fixing arrangement.

71. Defendants are without sufficient information to form a belief as to the truth of the allegations regarding the prices All Star charged with respect to loans referred by any lender other than the Eagle Defendants and therefore denies the same. Defendants deny the remainder of this paragraph. Defendants specifically deny they participated in the alleged kickback or price fixing arrangement.

72. To the extent the allegations of this paragraph purport to characterize written documents, such writings speak for themselves and the allegations are deemed to be denied. By way of further response, the remainder of the allegations of this paragraph are denied. Defendants specifically deny they participated in the alleged kickback or price fixing arrangement.

73. Defendants are without sufficient information to form a belief as to the truth of the allegations regarding the prices All Star charged with respect to loans referred by any lender other than the Eagle Defendants and therefore denies the same. Defendants deny the remainder of this paragraph. Defendants specifically deny they participated in the alleged kickback or price fixing arrangement.

74. To the extent the allegations of this paragraph purport to characterize written documents, such writings speak for themselves and the allegations are deemed to be denied. By way of further response, the remainder of the allegations of this paragraph are denied.

75. Defendants are without sufficient information to form a belief as to the truth of the allegations regarding the prices All Star charged with respect to loans referred by any lender other than the Eagle Defendants and therefore denies the same. Defendants deny the remainder of this paragraph. Defendants specifically deny they participated in the alleged kickback or price fixing arrangement.

76. To the extent the allegations of this paragraph purport to characterize written documents, such writings speak for themselves and the allegations are deemed to be denied. By way of further response, the remainder of the allegations of this paragraph are denied. Defendants specifically deny they participated in the alleged kickback or price fixing arrangement.

77. Defendants are without sufficient information to form a belief as to the truth of the allegations regarding the prices All Star charged with respect to loans referred by any lender other than the Eagle Defendants and therefore denies the same. Defendants deny the remainder of this paragraph. Defendants specifically deny they participated in the alleged kickback or price fixing arrangement.

78. To the extent the allegations of this paragraph purport to characterize written documents, such writings speak for themselves and the allegations are deemed to be denied. By way of further response, the remainder of the allegations of this paragraph are denied.

79. To the extent the allegations of this paragraph purport to characterize written documents, such writings speak for themselves and the allegations are deemed to be denied. By

way of further response, Defendants are without sufficient information to form a belief as to the truth of the allegations regarding the prices All Star charged with respect to loans referred by any lender other than the Eagle Defendants and therefore denies the same. Defendants deny the remainder of this paragraph and specifically deny they participated in the alleged kickback or price fixing arrangement.

80. To the extent the allegations of this paragraph purport to characterize written documents, such writings speak for themselves and the allegations are deemed to be denied. By way of further response, the remainder of the allegations of this paragraph are denied.

81. Defendants are without sufficient information to form a belief as to the truth of the allegations regarding the prices All Star charged with respect to loans referred by any lender other than the Eagle Defendants and therefore denies the same. Defendants deny the remainder of this paragraph. Defendants specifically deny they participated in the alleged kickback or price fixing arrangement.

82. To the extent the allegations of this paragraph purport to characterize written documents, such writings speak for themselves and the allegations are deemed to be denied. By way of further response, the remainder of the allegations of this paragraph are denied.

83. Denied.

84. Denied.

85. To the extent the allegations of this paragraph purport to characterize written documents, such writings speak for themselves and the allegations are deemed to be denied. By way of further response, any allegation regarding the relationship between Eagle Title and the Eagle Defendants sets forth a legal conclusion to which no response is required. The remainder of the allegations of this paragraph are denied.

86. The allegations of this paragraph purport to characterize written documents which writings speak for themselves and the allegations are deemed to be denied. By way of further response, any allegation regarding the relationship between Eagle Title and the Eagle Defendants sets forth a legal conclusion to which no response is required.

87. The allegations of this paragraph purport to characterize written documents which writings speak for themselves and the allegations are deemed to be denied.

88. To the extent the allegations of this paragraph purport to characterize written documents, such writings speak for themselves and the allegations are deemed to be denied. By way of further response, the remainder of the allegations of this paragraph are denied. Defendants specifically deny they participated in the alleged price fixing arrangement.

89. To the extent the allegations of this paragraph purport to characterize written documents, such writings speak for themselves and the allegations are deemed to be denied. By way of further response, the remainder of the allegations of this paragraph are denied.

90. Denied.

### **FACTUAL ALLEGATIONS RELATED TO THE INDIVIDUAL CLASS MEMBERS**

#### **I. Plaintiff Wilson's Eagle Loan**

91. Defendants admit that Plaintiff Wilson obtained a residential mortgage loan through loan officer Gary Becker with respect to real property located at 6300 Elmhurst Street, District Heights, Maryland, and that such loan closed on or about July 26, 2010. Defendants deny that Becker was employed by the Eagle Defendants, deny the loan was for the purchase of the referenced real property and deny that any of the Eagle Defendants served as the lender for such loan. By way of further response, to the extent the allegations of this paragraph purport to

characterize written documents, such writings speak for themselves and the allegations are deemed to be denied.

92. To the extent the allegations of this paragraph purport to characterize written documents, such writings speak for themselves and the allegations are deemed to be denied. By way of further response, the remainder of this paragraph is denied. Defendants specifically deny they participated in the alleged kickback arrangement.

93. To the extent the allegations of this paragraph purport to characterize written documents, such writings speak for themselves and the allegations are deemed to be denied. By way of further response, the allegations of this paragraph set forth a legal conclusion to which no response is required. By way of further response, denied that the Eagle Defendants were party to the alleged agreement to fix prices.

94. Defendants are without sufficient information to form a belief as to the truth of any allegation regarding the amounts charged by All Star with respect to other loans and therefore deny all allegations regarding the alleged overcharges. By way of further response, to the extent the allegations of this paragraph purport to characterize written documents, such writings speak for themselves and the allegations are deemed to be denied. By way of further response, Defendants deny the remainder of the allegations of this paragraph and specifically deny they participated in the alleged kickback or price fixing arrangement.

95. Defendants are without sufficient information to form a belief as to the truth of the allegations regarding All Star's alleged disbursements and therefore deny all allegations regarding the same.

96. Denied.

97. Denied.



## **II. Unthank Plaintiffs' Eagle Loan**

98. Defendants admit that the Unthank Plaintiffs obtained a residential mortgage loan for the refinance of a loan secured by real property located at 9513 Tottenham Circle, Frederick, Maryland, and admit such loan closed on or about July 23, 2010. Defendants deny the Unthank Plaintiffs obtained the loan through the Eagle Defendants or that the Eagle Defendants served as lender for such loan. To the extent the allegations of this paragraph purport to characterize written documents, such writings speak for themselves and the allegations are deemed to be denied.

99. To the extent the allegations of this paragraph purport to characterize written documents, such writings speak for themselves and the allegations are deemed to be denied. By way of further response, Defendants deny the remainder of this paragraph and specifically deny they participated in the alleged kickback or price fixing arrangement.

100. To the extent the allegations of this paragraph purport to characterize written documents, such writings speak for themselves and the allegations are deemed to be denied. By way of further response, Defendants are without sufficient information to form a belief as to the truth of any allegation regarding the amounts charged by All Star with respect to other loans and therefore deny all allegations regarding the alleged overcharges. By way of further response, Defendants deny the remainder of the allegations of this paragraph and specifically deny they participated in the alleged kickback or price fixing arrangement.

101. To the extent the allegations of this paragraph purport to characterize written documents, such writings speak for themselves and the allegations are deemed to be denied. By way of further response, Defendants are without sufficient information to form a belief as to the

truth of the allegations regarding All Star's alleged disbursements and therefore deny all allegations regarding the same.

102. Denied.

103. Denied.

104. The allegations set forth in this paragraph constitute conclusions of law to which no response is required. To the extent a further response is required, Defendants deny the remainder of the allegations of this paragraph and specifically deny they participated in the alleged kickback or price fixing arrangement.

**FACTUAL ALLEGATIONS RELATED TO LIMITATIONS**

105. Defendants deny the allegations of this paragraph and specifically deny they participated in the alleged kickback or price fixing arrangement.

106. Defendants deny the allegations of this paragraph and specifically deny they participated in the alleged kickback or price fixing arrangement.

107. To the extent the allegations of this paragraph purport to characterize written documents, such writings speak for themselves and the allegations are deemed to be denied. By way of further response, Defendants deny the remainder of the allegations of this paragraph and specifically deny they participated in the alleged kickback or price fixing arrangement.

108. Defendants deny the allegations of this paragraph and specifically deny they participated in the alleged kickback or price fixing arrangement.

109. Defendants deny the allegations of this paragraph and specifically deny they participated in the alleged kickback or price fixing arrangement.

110. The allegations set forth in this paragraph constitute conclusions of law to which no response is required.

111. The allegations set forth in this paragraph constitute conclusions of law to which no response is required.

112. To the extent the allegations of this paragraph purport to characterize written documents, such writings speak for themselves and the allegations are deemed to be denied. By way of further response, the allegations are denied.

113. The allegations set forth in this paragraph constitute conclusions of law to which no response is required. To the extent the paragraph is intended to allege Defendants engaged or participated in the alleged manipulation, denied.

114. To the extent the allegations of this paragraph purport to characterize written documents, such writings speak for themselves and the allegations are deemed to be denied. By way of further response, Defendants are without sufficient information to form a belief as to the regular business practices of All Star and therefore denies all allegations regarding the same.

115. To the extent the allegations of this paragraph purport to characterize written documents, such writings speak for themselves and the allegations are deemed to be denied. By way of further response, the remainder of this paragraph is denied and it is specifically denied that Defendants participated in the alleged All Star Scheme.

116. To the extent the allegations of this paragraph purport to characterize written documents, such writings speak for themselves and the allegations are deemed to be denied. By way of further response, the remainder of this paragraph is denied.

117. Denied.

118. Defendants deny the allegations of this paragraph and specifically deny they participated in the alleged kickback or price fixing arrangement.

119. Defendants are without sufficient information to form a belief as to the regular business practices of All Star, or its intentions, and therefore deny all allegations regarding the same. By way of further response, Defendants deny the remaining allegations of this paragraph.

120. Defendants deny the allegations of this paragraph and specifically deny they participated in the alleged kickback or price fixing arrangement.

121. To the extent the allegations of this paragraph purport to characterize written documents, such writings speak for themselves and the allegations are deemed to be denied. By way of further response, Defendants are without sufficient information to form a belief as to All-Star's conduct or choices and therefore deny all allegations regarding the same. By way of further response, this paragraph is denied as to the Eagle Defendants.

122. The allegations set forth in this paragraph constitute conclusions of law to which no response is required.

123. The allegations set forth in this paragraph constitute conclusions of law to which no response is required.

124. To the extent the allegations of this paragraph purport to characterize written documents, such writings speak for themselves and the allegations are deemed to be denied. By way of further response, Defendants deny the allegations of this paragraph and specifically deny they provided the alleged false information, or participated in the alleged kickback arrangement.

125. Defendants deny the allegations of this paragraph and specifically deny they provided the alleged false information or participated in the alleged kickback or price fixing arrangement.

126. The allegations set forth in this paragraph constitute conclusions of law to which no response is required.

127. To the extent the allegations of this paragraph purport to characterize written documents, such writings speak for themselves and Defendants deny all allegations to the extent they conflict therewith. By way of further response, Defendants deny the allegations of this paragraph and specifically deny they provided the alleged false information, or participated in the alleged kickback arrangement.

128. Defendants deny the allegations of this paragraph and specifically deny they provided the alleged false information or participated in the alleged kickback or price fixing arrangement.

129. The allegations set forth in this paragraph constitute conclusions of law to which no response is required.

130. The allegations set forth in this paragraph constitute conclusions of law to which no response is required. By way of further response, to the extent the allegations of this paragraph purport to characterize written documents, such writings speak for themselves and the allegations are deemed to be denied.

131. To the extent the allegations of this paragraph purport to characterize written documents, such writings speak for themselves and the allegations are deemed to be denied. By way of further response, Defendants are without sufficient information to form a belief as to the allegations regarding All Star's conduct and choices and therefore deny the same. The allegations regarding Defendants are denied.

132. To the extent the allegations of this paragraph purport to characterize written documents, such writings speak for themselves and the allegations are deemed to be denied. By way of further response, the paragraph includes conclusions of law to which no response is

required. By way of further response, Defendants deny the remainder of the allegations of this paragraph and specifically deny they participated in the alleged kickback arrangement.

133. This paragraph includes conclusions of law to which no response is required. By way of further response, to the extent the allegations of this paragraph purport to characterize written documents, such writings speak for themselves and the allegations are deemed to be denied. By way of further response, Defendants deny the remainder of the allegations of this paragraph and specifically deny they participated in the alleged kickback arrangement.

134. This paragraph includes conclusions of law to which no response is required. By way of further response, Defendants are without sufficient information to form a belief as to the truth of the allegations regarding the conduct of unnamed “lenders” and therefore deny the same.

135. Defendants are without sufficient information to form a belief as to the truth of the allegations regarding the conduct of unnamed “lenders” and therefore deny the same.

136. The allegations set forth in this paragraph include conclusions of law to which no response is required. By way of further response, Defendants are without sufficient information to form a belief as to the truth of the allegation regarding how many of the loans at issue were VA and FHA loans and therefore denies the same. By way of further response, to the extent the allegations of this paragraph purport to characterize written documents, such writings speak for themselves and the allegations are deemed to be denied. By way of further response, Defendants deny the remainder of the allegations of this paragraph, and specifically deny they participated in the alleged All Star Scheme.

137. The allegations set forth in this paragraph include conclusions of law to which no response is required. By way of further response, Defendants deny the remainder of the

allegations of this paragraph and specifically deny they participated in the alleged kickback arrangement.

138. Defendants deny the allegations of this paragraph and specifically deny they participated in the alleged kickback or price fixing arrangement.

139. Defendants deny the allegations of this paragraph and specifically deny they participated in the alleged kickback arrangement.

140. Defendants are without sufficient information to form a belief as to the truth of the allegations regarding the Plaintiffs' conduct and therefore deny the same.

141. Defendants are without sufficient information to form a belief as to the truth of the allegations of this paragraph and therefore deny the same.

142. Defendants are without sufficient information to form a belief as to the truth of the allegations of this paragraph and therefore deny the same.

143. To the extent the allegations of this paragraph purport to characterize written documents, such writings speak for themselves and the allegations are deemed to be denied. By way of further response, Defendants deny the remainder of the allegations of this paragraph and specifically deny they participated in the alleged "coordinated business relationship" with All Star or made the alleged fraudulent representations and omissions.

144. To the extent the allegations of this paragraph purport to characterize written documents, such writings speak for themselves and the allegations are deemed to be denied. By way of further response, the allegations set forth in this paragraph include conclusions of law to which no response is required. By way of further response, Defendants deny the allegations of this paragraph.

145. Defendants deny the allegations of this paragraph and specifically deny they made the alleged false statements and omissions, participated in the alleged kickback or price fixing arrangement or the alleged “coordinated business relationship” with All Star.

146. Defendants are without sufficient information to form a belief as to the truth of the allegations regarding what Plaintiff Wilson believed or did not believe set forth in this paragraph and therefore deny the same. The allegations regarding the beliefs of a “reasonable borrower” and regarding the reasonability of Plaintiff Wilson’s beliefs set forth legal conclusions to which no response is required. To the extent a response is deemed required those allegations are denied. Defendants specifically deny they participated in the alleged kickback or price fixing arrangement or the alleged “coordinated business relationship” with All Star.

147. The allegations set forth in this paragraph include conclusions of law to which no response is required. By way of further response, Defendants are without sufficient information to form a belief as to the truth of the allegations regarding Plaintiff Wilson’s alleged diligence and therefore deny the same. Defendants admit that Plaintiff Wilson was required to participate in a closing. Defendants are without sufficient information to form a belief as to the truth of the allegations regarding Plaintiff Wilson’s alleged attendance and full participation in such closing and therefore deny the same.

148. Defendants are without sufficient information to form a belief as to the truth of the allegations of this paragraph and therefore deny the same.

149. To the extent the allegations of this paragraph purport to characterize written documents, such writings speak for themselves and the allegations are deemed to be denied. By way of further response, Defendants deny any intent to deceive or conceal any required information from Plaintiff Wilson. Defendants further deny the existence of a “coordinated



business relationship” between them and All Star and deny they participated in the alleged kickback and price fixing arrangements.

150. To the extent the allegations of this paragraph purport to characterize written documents, such writings speak for themselves and the allegations are deemed to be denied. By way of further response, Defendants deny the remainder of the allegations of this paragraph and specifically deny they participated in the alleged kickback arrangement.

151. To the extent the allegations of this paragraph purport to characterize written documents, such writings speak for themselves and the allegations are deemed to be denied. By way of further response, Defendants deny the remainder of the allegations of this paragraph and specifically deny the alleged documents contained any false or fraudulent information.

152. To the extent the allegations of this paragraph purport to characterize written documents, such writings speak for themselves and the allegations are deemed to be denied. By way of further response, Defendants deny the remainder of the allegations of this paragraph and specifically deny the alleged documents contained any false information.

153. Defendants deny the allegations of this paragraph and specifically deny an intent to deceive or conceal any required information from Plaintiff Wilson, deny the existence of the alleged “coordinated business relationship” between them and All Star and deny they participated in the alleged kickback and price fixing arrangements.

154. Defendants are without sufficient information to form a belief as to the truth of the allegations regarding what Plaintiff Wilson believed or did not believe set forth in this paragraph and therefore deny the same. The allegations regarding the beliefs of a “reasonable borrower” and regarding the reasonability of Plaintiff Wilson’s beliefs set forth legal conclusions to which no response is required. To the extent a response is deemed required those allegations

are denied. Defendants specifically deny they participated in the alleged kickback or price fixing arrangement or the alleged “coordinated business relationship” with All Star.

155. Defendants are without sufficient information to form a belief as to the truth of the allegations set forth in this paragraph and therefore deny the same.

156. Defendants are without sufficient information to form a belief as to the truth of the allegations set forth in this paragraph and therefore deny the same.

157. Defendants are without sufficient information to form a belief as to the truth of the allegations of this paragraph and therefore deny the same.

158. Defendants are without sufficient information to form a belief as to the truth of the allegations of this paragraph and therefore deny the same.

159. To the extent the allegations of this paragraph purport to characterize written documents, such writings speak for themselves and the allegations are deemed to be denied. By way of further response, Defendants deny the remainder of the allegations of this paragraph and specifically deny they participated in the alleged kickback or price fixing arrangement or the alleged “coordinated business relationship” with All Star.

160. To the extent the allegations of this paragraph purport to characterize written documents, such writings speak for themselves and the allegations are deemed to be denied. By way of further response, the allegations set forth in this paragraph include conclusions of law to which no response is required. By way of further response, Defendants deny the allegations of this paragraph.

161. Defendants deny the allegations of this paragraph and specifically deny they made the alleged false statements and omissions, participated in the alleged kickback or price fixing arrangement or the alleged “coordinated business relationship” with All Star.

162. Defendants are without sufficient information to form a belief as to the truth of the allegations regarding what the Unthank Plaintiffs believed or did not believe set forth in this paragraph and therefore deny the same. The allegations regarding the beliefs of a “reasonable borrower” and regarding the reasonability of the Unthank Plaintiffs’ beliefs set forth legal conclusions to which no response is required. To the extent a response is deemed required those allegations are denied. Defendants deny the remainder of the allegations of this paragraph and specifically deny they made the alleged false statements and omissions, participated in the alleged kickback or price fixing arrangement or the alleged “coordinated business relationship” with All Star.

163. The allegations set forth in this paragraph include conclusions of law to which no response is required. By way of further response, Defendants are without sufficient information to form a belief as to the truth of the allegations regarding the Unthank Plaintiffs’ alleged diligence and therefore deny the same. Defendants admit that the Unthank Plaintiffs were required to participate in a closing. Defendants are without sufficient information to form a belief as to the truth of the allegations regarding the Unthank Plaintiffs’ alleged attendance and full participation in such closing and therefore deny the same.

164. Defendants are without sufficient information to form a belief as to the truth of the allegations in this paragraph and therefore deny the same.

165. To the extent the allegations of this paragraph purport to characterize written documents, such writings speak for themselves and the allegations are deemed to be denied. By way of further response, Defendants deny any intent to deceive or conceal any required information from the Unthank Plaintiffs. Defendants further deny the existence of a

“coordinated business relationship” between them and All Star and deny they participated in the alleged kickback and price fixing arrangements.

166. To the extent the allegations of this paragraph purport to characterize written documents, such writings speak for themselves and the allegations are deemed to be denied. By way of further response, Defendants deny the remainder of the allegations of this paragraph and specifically deny they participated in the alleged kickback arrangement.

167. To the extent the allegations of this paragraph purport to characterize written documents, such writings speak for themselves and the allegations are deemed to be denied. By way of further response, Defendants deny the remainder of the allegations of this paragraph and specifically deny the alleged documents contained any false or fraudulent information.

168. To the extent the allegations of this paragraph purport to characterize written documents, such writings speak for themselves and the allegations are deemed to be denied. By way of further response, Defendants deny the remainder of the allegations of this paragraph and specifically deny the alleged documents contained any false information.

169. Defendants deny the allegations of this paragraph and specifically deny an intent to deceive or conceal any required information from the Unthank Plaintiffs, deny the existence of the alleged “coordinated business relationship” between them and All Star and deny they participated in the alleged kickback and price fixing arrangements.

170. Defendants are without sufficient information to form a belief as to the truth of the allegations regarding what the Unthank Plaintiffs believed or did not believe set forth in this paragraph and therefore deny the same. The allegations regarding the beliefs of a “reasonable borrower” and regarding the reasonability of the Unthank Plaintiff’s beliefs set forth legal conclusions to which no response is required. To the extent a response is deemed required those

allegations are denied. Defendants specifically deny they participated in the alleged kickback or price fixing arrangement or the alleged “coordinated business relationship” with All Star.

171. Defendants are without sufficient information to form a belief as to the truth of the allegations set forth in this paragraph and therefore deny the same.

172. Defendants are without sufficient information to form a belief as to the truth of the allegations set forth in this paragraph and therefore deny the same.

173. The allegations of this paragraph contain conclusions of law which require no response. By way of further response, Defendants deny the remainder of the allegations in this paragraph and specifically deny they committed the alleged fraudulent acts or caused injury or damage to Plaintiffs.

174. The allegations of this paragraph contain conclusions of law which require no response. By way of further response, Defendants deny the allegations in this paragraph and specifically deny they caused injury or damage to Plaintiffs.

175. The allegations of this paragraph contain conclusions of law which require no response. By way of further response, Defendants deny the allegations in this paragraph and specifically deny they committed the alleged fraudulent acts or caused injury or damage to Plaintiffs.

176. The allegations of this paragraph contain conclusions of law which require no response. By way of further response, Defendants deny the allegations in this paragraph and specifically deny they committed the alleged fraudulent acts, deny they participated in the alleged All Star Scheme, the kickback and price fixing arrangements and deny they caused injury or damage to Plaintiffs.

**COUNT I**

177. Defendants respond to this paragraph consistent with their responses to the remainder of the allegations of the Amended Complaint.

178. The allegations of this paragraph contain conclusions of law which require no response. By way of further response, denied.

179. The allegations of this paragraph contain conclusions of law which require no response. By way of further response, denied.

180. Defendants deny they participated in the alleged “Kickback Scheme.” By way of further response, the allegations of this paragraph contain conclusions of law which require no response. By way of further response, Defendants are without sufficient information to form a belief as to the truth of the remainder of the allegations of this paragraph and they are thus denied.

181. The allegations of this paragraph contain conclusions of law which require no response. By way of further response, Defendants deny the remainder of the allegations of this paragraph and specifically deny they participated in the alleged kickback arrangement or acted in violation of RESPA.

182. The allegations of this paragraph contain conclusions of law which require no response. By way of further response, Defendants deny the allegations of this paragraph and specifically deny they received or accepted the alleged kickbacks.

183. Denied that Defendants were involved in the alleged arrangement involving the laundering of money or received or accepted kickbacks. Defendants deny the remainder of the allegations of this paragraph.

184. Denied that Defendants were involved in the alleged arrangement involving the laundering of money or received or accepted kickbacks. Defendants deny the remainder of the allegations of this paragraph.

185. The allegations of this paragraph contain conclusions of law which require no response. By way of further response, denied.

186. The allegations of this paragraph contain conclusions of law and a description of the purported class for which Plaintiffs seek certification, which require no response. By way of further response, denied.

187. The allegations set forth in this paragraph constitute conclusions of law to which no response is required. Defendants deny that Plaintiffs meet the prerequisites for class certification under Federal Rule of Civil Procedure 23. To the extent that the allegations set forth in this paragraph refer to those other than Defendants, Defendants are without knowledge or information sufficient to form a belief as to the truth of those allegations and, therefore, such allegations are denied. To the extent that this paragraph references any written documents, those alleged documents are writings that speak for themselves, and the allegations are deemed to be denied. To the extent that any further response is required, the remaining allegations are denied and Defendants specifically deny that they participated in the alleged All Star Scheme, received the alleged kickbacks, laundered any funds, used “sham invoices and payment records”, acted to deceive or defraud anyone or otherwise acted in violation of RESPA.

188. The allegations set forth in this paragraph constitute conclusions of law to which no response is required. By way of further response, denied. Defendants specifically deny that Plaintiffs meet the prerequisites for class certification under Federal Rule of Civil Procedure 23.

189. The allegations set forth in this paragraph constitute conclusions of law to which no response is required. By way of further response, denied. Defendants specifically deny that Plaintiffs meet the prerequisites for class certification under Federal Rule of Civil Procedure 23.

190. The allegations set forth in this paragraph constitute conclusions of law to which no response is required. By way of further response, denied. Defendants specifically deny that Plaintiffs meet the prerequisites for class certification under Federal Rule of Civil Procedure 23.

191. The allegations set forth in this paragraph constitute conclusions of law to which no response is required. By way of further response, Defendants are without sufficient information to form a belief regarding the truth of the allegations concerning Plaintiffs' counsel and therefore deny the same. Defendants specifically deny that Plaintiffs meet the prerequisites for class certification under Federal Rule of Civil Procedure 23.

192. The allegations set forth in this paragraph contain conclusions of law to which no response is required. By way of further response, Defendants are without sufficient information to form a belief regarding the truth of the allegations in this paragraph and therefore deny the same. Defendants specifically deny that Plaintiffs meet the prerequisites for class certification under Federal Rule of Civil Procedure 23.

193. The allegations set forth in this paragraph contain conclusions of law to which no response is required. By way of further response, Defendants are without sufficient information to form a belief regarding the truth of the allegations in this paragraph and therefore deny the same. Defendants specifically deny that Plaintiffs meet the prerequisites for class certification under Federal Rule of Civil Procedure 23.

194. The allegations set forth in this paragraph contain conclusions of law to which no response is required. By way of further response, Defendants are without sufficient information



to form a belief regarding the truth of the allegations in this paragraph and therefore deny the same. Defendants specifically deny that Plaintiffs meet the prerequisites for class certification under Federal Rule of Civil Procedure 23.

195. The allegations set forth in this paragraph contain conclusions of law to which no response is required. By way of further response, Defendants are without sufficient information to form a belief regarding the truth of the allegations in this paragraph and therefore deny the same. Defendants specifically deny that the putative members of the purported “RESPA Class” have any rights to prosecute any claims against any of the Defendants at all. Defendants further deny Plaintiffs meet the prerequisites for class certification under Federal Rule of Civil Procedure 23.

196. The allegations set forth in this paragraph contain conclusions of law to which no response is required. By way of further response, Defendants are without sufficient information to form a belief regarding the truth of the allegations in this paragraph and therefore deny the same. Defendants further deny Plaintiffs meet the prerequisites for class certification under Federal Rule of Civil Procedure 23.

## **COUNT II**

197. Defendants respond to this paragraph consistent with their responses to the remainder of the allegations of the Amended Complaint.

198. Denied.

199. Denied.

200. The allegations set forth in this paragraph contain conclusions of law to which no response is required. By way of further response, Defendants deny the allegations in this paragraph and specifically deny they were party to a price fixing arrangement with All Star.

201. The allegations set forth in this paragraph contain conclusions of law to which no response is required. By way of further response, Defendants deny the allegations in this paragraph and specifically deny they and All Star were direct competitors, that they were party to a price fixing arrangement with All Star or that they received or accepted the alleged kickbacks.

202. The allegations set forth in this paragraph contain conclusions of law to which no response is required. By way of further response, Defendants deny the allegations in this paragraph and specifically deny they were party to a price fixing arrangement with All Star.

203. Defendants deny the allegations in this paragraph and specifically deny they were party to a price fixing arrangement with All Star and further deny they caused Plaintiffs any damages.

204. The allegations of this paragraph contain conclusions of law which require no response. By way of further response, denied.

205. The allegations of this paragraph contain conclusions of law and a description of the purported class for which Plaintiffs seek certification, which require no response. By way of further response, denied.

206. The allegations of this paragraph contain conclusions of law and a description of the purported class for which Plaintiffs seek certification, which require no response. By way of further response, denied.

207. The allegations set forth in this paragraph contain conclusions of law to which no response is required. Defendants deny that Plaintiffs meet the prerequisites for class certification under Federal Rule of Civil Procedure 23. To the extent that the allegations set forth in this paragraph refer to those other than Defendants, Defendants are without knowledge or information sufficient to form a belief as to the truth of those allegations and, therefore, such

allegations are denied. To the extent that this paragraph references any written documents, those alleged documents are writings that speak for themselves and the allegations are deemed to be denied. To the extent that any further response is required, the remaining allegations are denied and Defendants specifically deny that they participated in the alleged All Star Scheme, were party to any price fixing agreement, acted to deceive or defraud anyone or otherwise acted in violation of the Sherman Act.

208. The allegations set forth in this paragraph contain conclusions of law to which no response is required. By way of further response, denied. Defendants specifically deny that Plaintiffs meet the prerequisites for class certification under Federal Rule of Civil Procedure 23.

209. The allegations set forth in this paragraph contain conclusions of law to which no response is required. By way of further response, denied. Defendants specifically deny that Plaintiffs meet the prerequisites for class certification under Federal Rule of Civil Procedure 23.

210. The allegations set forth in this paragraph contain conclusions of law to which no response is required. By way of further response, denied. Defendants specifically deny that Plaintiffs meet the prerequisites for class certification under Federal Rule of Civil Procedure 23.

211. The allegations set forth in this paragraph contain conclusions of law to which no response is required. By way of further response, Defendants are without sufficient information to form a belief regarding the truth of the allegations concerning Plaintiffs' counsel and therefore deny the same. Defendants specifically deny that Plaintiffs meet the prerequisites for class certification under Federal Rule of Civil Procedure 23.

212. The allegations set forth in this paragraph contain conclusions of law to which no response is required. By way of further response, Defendants are without sufficient information to form a belief regarding the truth of the allegations in this paragraph and therefore deny the

same. Defendants specifically deny that Plaintiffs meet the prerequisites for class certification under Federal Rule of Civil Procedure 23.

213. The allegations set forth in this paragraph contain conclusions of law to which no response is required. By way of further response, Defendants are without sufficient information to form a belief regarding the truth of the allegations in this paragraph and therefore deny the same. Defendants specifically deny that Plaintiffs meet the prerequisites for class certification under Federal Rule of Civil Procedure 23.

214. The allegations set forth in this paragraph contain conclusions of law to which no response is required. By way of further response, Defendants are without sufficient information to form a belief regarding the truth of the allegations in this paragraph and therefore deny the same. Defendants specifically deny that the putative members of the purported “Anti-Trust Class” have any rights to prosecute any claims against any of the Defendants at all. Defendants further deny Plaintiffs meet the prerequisites for class certification under Federal Rule of Civil Procedure 23.

215. The allegations set forth in this paragraph contain conclusions of law to which no response is required. By way of further response, Defendants are without sufficient information to form a belief regarding the truth of the allegations in this paragraph and therefore deny the same. Defendants specifically deny that Plaintiffs meet the prerequisites for class certification under Federal Rule of Civil Procedure 23.

WHEREFORE, Defendants respectfully request that the Amended Class Action Complaint filed by Plaintiffs be dismissed with prejudice, and that Defendants be awarded attorneys’ fees, costs, and such other further relief deemed appropriate by the Court.

**AFFIRMATIVE DEFENSES**

**FIRST AFFIRMATIVE DEFENSE**

Plaintiffs' Amended Class Action Complaint fails to state claims upon which relief can be granted.

**SECOND AFFIRMATIVE DEFENSE**

Plaintiffs' claims are barred, in whole or in part, by the applicable statute of limitations. The statute of limitations for an alleged violation of RESPA, 12 U.S.C. § 2607, is one year from the date of the closing of the loan. Because Plaintiffs' loan closed more than one year before the filing of the initial Class Action Complaint, Plaintiffs' claims are time-barred.

**THIRD AFFIRMATIVE DEFENSE**

Plaintiffs' claims are barred, in whole or in part, by the doctrine of laches.

**FOURTH AFFIRMATIVE DEFENSE**

Plaintiffs' claims are barred, in whole or in part, by the doctrine of estoppel.

**FIFTH AFFIRMATIVE DEFENSE**

Plaintiffs lack standing to sue Defendants under Article III due to the absence of an injury-in-fact. Plaintiffs paid no more than fair market value for the settlement services provided to them and, therefore, have not sustained any concrete injury-in-fact.

WHEREFORE, Defendants respectfully request that the Amended Class Action Complaint filed by Plaintiffs be dismissed with prejudice, and that Defendants be awarded attorneys' fees, costs, and such other further relief deemed appropriate by the Court.

Dated: May 6, 2021

Respectfully submitted,

/s/ Brian L. Moffet

Brian L. Moffet, Esq. (Bar I.D. 13821)

Miles & Stockbridge, P.C.

100 Light Street

Baltimore, MD 21202

(410) 727-6464 (telephone)

(410) 385-3700 (facsimile)

bmoffet@milesstockbridge.com

Jeremy D. Mishkin, Esq. (admitted *pro hac vice*)

Montgomery McCracken LLP

1735 Market Street

21st Floor

Philadelphia, PA 19103-3222

215-772-1500 (telephone)

215-731-3883 (facsimile)

jmishkin@mmwr.com

*Attorneys for Defendants*

**CERTIFICATE OF SERVICE**

I, Brian L. Moffet, hereby certify that on this 6th day of May, 2021, a copy of the foregoing was served upon all counsel of record via the Court's ECF filing system.

/s/ Brian L. Moffet  
Brian L. Moffet, Esq.